

**MASTER SERVICES AGREEMENT
AGREEMENT NO. SA16-08234**

DATED SEPTEMBER 1, 2016

FOR

**CONSTRUCTION, MAINTENANCE, REPAIRS AND HAZMAT
EMERGENCY RESPONSE FOR ATMOS ENERGY NATUAL
GAS PIPELINE AND DISTRIBUTION SYSTEMS
(NAICS CODE(S): 237120)**

BY AND BETWEEN

BOBCAT CONTRACTING, LLC

AND

ATMOS ENERGY CORPORATION

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EFFECTIVE DATE AND TERM

The Effective Date of this Master Service Agreement No. SA16-08234 is September 1, 2016 and will terminate on September 30, 2021, unless terminated earlier pursuant to its other provisions. This Agreement may be extended only by written agreement signed by both parties.

PARTIES

The parties to this Agreement are:

Atmos Energy Corporation, a Texas and Virginia Corporation (hereinafter referred to as "COMPANY") and

Bobcat Contracting, a Texas Limited Liability Company (hereinafter referred to as "CONTRACTOR")

PURPOSE

The purpose of this Master Services Agreement ("Agreement") is to establish the complete terms and conditions for performing Work that may be authorized by a Task Request Form issued pursuant to this Agreement. CONTRACTOR agrees to be bound by and comply with the terms of this Agreement in the event Work is assigned to it as provided for below.

DEFINITIONS

COMPANY Group: The term "COMPANY Group" means COMPANY, its subsidiaries, divisions, and affiliates, and all officers, directors, shareholders, associates, related firms and entities, employees, servants and agents of COMPANY and each such subsidiary, division, or affiliate.

CONTRACTOR Group: The term "CONTRACTOR Group" means CONTRACTOR, all subcontractors of any tier employed by CONTRACTOR, and all affiliated or related firms and entities, officers, directors, partners, limited partners, shareholders, associates, employees, servants and agents of each.

WORK: The term "Work" means all labor, materials, equipment, transportation, facilities or services necessary to perform the Work described in any Task Request Form.

WORK SITE: The term "Work Site" means location(s) described in a Task Request Form where the Work would be performed.

CONTRACT COORDINATOR: The term "Contract Coordinator" means a representative(s) of each party named in a Task Request Form to act in matters related to performance of this Agreement as it is written. Actions of the Contract Coordinators regarding the day-to-day interaction between the operations of the parties, the issuance and approval of invoices, the issuance and approval of procedures, drawings, schedules and documents of any type, and other decisions made in managing this Agreement will not operate as a waiver or compromise of any provision of this Agreement.

CONTRACT ADMINISTRATOR: The term "Contract Administrator" means a representative(s) of each party named in this Agreement to act in matters relating to the revision of contract language, the adjustment of compensation or time, and the resolution of issues regarding the meaning of contract language. Actions of COMPANY's Contract Administrator include initiating, negotiating and issuing supplements or amendments to this Agreement, as required; receiving required notices; providing answers to CONTRACTOR concerning questions of contract interpretation and negotiating resolutions/settlements to disputes that may arise concerning this Agreement.

TASK REQUEST FORM: The term "Task Request Form" means a written document issued pursuant to this Agreement by COMPANY's Contract Coordinator that identifies and authorizes Work to be performed. This form may not either modify the basis for the compensation to be paid, or add to or modify the compensation provision, or add to or modify any other term or condition of this Agreement. It may, however, contain Work instructions, specifications and specific billing advice.

DELIVERABLES: The term "Deliverables" refers to any documentation, drawings, reports, presentation, or any other work product that may be required by COMPANY and prepared by CONTRACTOR in response to the Scope of Work as defined in this Agreement.

ASSIGNABLE SCOPE OF WORK

The type(s) of Work or services to be performed by CONTRACTOR pursuant to a Task Request Form is limited to the following:

GENERAL PIPELINE CONSTRUCTION, MAINTENANCE, REPAIRS AND RELATED SERVICES FOR ATMOS ENERGY'S NATURAL GAS FACILITIES, INCLUDING, BUT NOT LIMITED TO EXCAVATION, COATING, HYDROTESTING, FABRICATION, TRUCKING AND HAZMAT EMERGENCY RESPONSE FOR BOTH TRANSMISSION AND DISTRIBUTION SYSTEMS.

Work or services not specified above may be authorized only through an amendment or supplement to this Agreement.

INITIATION OF WORK

This Agreement alone does not authorize any Work to be performed. Work authorized is that identified in a Task Request Form issued pursuant to this Agreement. At COMPANY's Contract Coordinator's discretion, Work may be authorized verbally and confirmed by a written Task Request Form.

NON-EXCLUSIVE

COMPANY reserves the right to obtain the types of services provided by CONTRACTOR from other sources without obligation or liability to CONTRACTOR.



TASK REQUEST

Contractor Bobcat Contracting, LLC. Agreement No SA16-08234 Task Request No N-21-0012

Upon receipt of this Task Request, CONTRACTOR is hereby authorized to perform the Work identified herein on behalf of COMPANY pursuant to the terms and conditions contained in the above referenced Agreement.

SCOPE OF WORK: The Work will be performed in accordance with the drawings, specifications, and instructions, if any, attached hereto and identified in the List of Attachments set forth below, and will be scheduled as required through the direction of COMPANY's Contract Coordinator as identified herein. (Use additional pages if more space is necessary)

Project or Work No _____ Contract Coordinator John Nekuza Phone Number [REDACTED]
 Project Name Rate Sheet Work at Atmos Energy's Request Cost Center _____

Item No	Task Description
	This task is for rate sheet work at Atmos Energy's request for 2021 budget.
	A copy of this task will need to accompany your invoice to accounts payable.

Functional / Project Account Coding						O & M Account Coding					
Funct/Proj No	Task ID	Exp Typ	Exp Org	% of \$	ICOM	CC	FERC	Sub-Account	Service Area	% of \$	

CONTRACTOR'S COST SUMMARY: TOTAL IS (Check One) FIRM ESTIMATE
 Work Hours _____ Labor (\$) Rate Sheet Material (\$) _____ Other (\$) _____
 Total (\$) Rate Sheet

SCHEDULE: The work will begin 10/1/2020 and be completed by 9/30/2021

NOTE: To expedite payment, invoices should be emailed to: AccountsPayable@atmosenergy.com

Include the following information on all invoices:
 1. Agreement 2. Task Request Number 3. Job Location 4. Contract Coordinator's Name 5. Project Name 6. Cost Center

LIST OF ATTACHMENTS: COMPANY and CONTRACTOR agree that the following described attachments, if any, are incorporated, herein, in their entirety as if fully and completely rewritten herein:

- _____
- _____
- _____

CONTRACTOR HEREBY ACKNOWLEDGES ACCEPTANCE OF THIS TASK REQUEST:
 Signature: _____
 Name: D. John Gerik
 Title: Controller
 Date: 8-25-20

THIS TASK REQUEST IS ISSUED ON BEHALF OF COMPANY (FINAL APPROVAL/AUTHORIZATION):
 Signature: _____
 Name: John Nekuza
 Title: Construction Analyst
 Date: 8/24/20

Copies Distribution: Contractor & Contract Coordinator